

**CITY GOVERNMENT  
OFFICIAL PROCEEDINGS OF CITY COUNCIL  
SAVANNAH, GEORGIA  
June 16, 2011**

The regular meeting of Council was held this date at 2:00 P.M. in the Council Chambers of City Hall. The Invocation was given by Alderman Felser followed by the Pledge of Allegiance to the Flag. The Minutes of the meeting of June 2, 2011 City Council Meeting and the June 2, 2011 Summary/Final Minutes of the City Council Workshop and City Manager's Briefing were approved upon motion of Alderman Johnson, seconded by Alderman Jones and carried.

PRESENT: Mayor Otis S. Johnson, Presiding  
Mayor Pro-Tem Edna B. Jackson  
Alderman Van Johnson II, Vice-Chairman of Council,  
Aldermen Larry Stuber, Clifton Jones, Jeff Felser,  
Mary Osborne and Mary Ellen Sprague  
  
City Manager Rochelle D. Small-Toney  
City Attorney James B. Blackburn  
Asst. City Attorneys William W. Shearouse and Lester B. Johnson, III

ABSENT: Alderman Tony Thomas, Chairman of Council

**PRESENTATIONS**

Mayor Johnson asked Clerk of Council Dyanne Reese to introduce a guest. Ms. Reese introduced Jan LeViner, Assistant to the City Manager of Tybee Island and has been appointed by her Council as Acting City Clerk. Ms. Reese went to Tybee Island to work with Ms. LeViner and bring her up to date on the legal requirements of the City Clerk.

Mayor Johnson announced the Savannah Bar Association awarded its 2011 Franks S. Cheatham, Jr. Professionalism Award to City Attorney James B. Blackburn, Sr. The award is presented to the attorney within our legal community who best exemplifies professionalism in the manner in which he/she engages clients, other members of the profession and the community as a whole. The award seeks to acknowledge that individual who pursues work on behalf of clients, as well as on behalf of the community, as a public servant to promote justice and the public good. This individual is chosen by his/her peers.

Presentation of a Historic Preservation Award that the City received from Historic Savannah Foundation for the redevelopment of Ellis Square. Joe Shearouse introduced the team members: Sean Brandon, Jerry Flemming, Bob Scanlon, Pete Shonka, and Liberto Chacon. Mr. Shearouse stated hopefully they will receive yet the 3<sup>rd</sup> award for this redevelopment.

Introduction of the Downtown Cleanliness and Enforcement Team. Acting Assistant City Manager Stephanie Cutter introduce the team: Susan Broker, Stephanie Brown, Edward Bruner, Steven Dent, Maurice Green, Anthony Hood, Travis Jones, Bridget Lidy, Christopher Mascio, Tiffany Maxwell, Tara Poli, Earnest Robbins, Jr., Benjamin Robinson, Leslie Russell, Wilhelmina Scott, Leroy Travis, Rodney Velasquez, and Enoch Wilson, Jr. Ms. Cutter stated the credit goes to Bridge Lidy. The challenge has been met: A Post Card Downtown Savannah. The group presented hats to the Mayor and Council.

## **LEGISLATIVE REPORTS**

As advertised, the following alcoholic license petitions were heard. No one appeared in objection to the issuance of the licenses and upon motion of Alderman Johnson, seconded by Alderman Jones, and carried, they were approved:

### **ALCOHOL BEVERAGES LICENSE HEARING**

Kelly Catherine Cairns t/a Marriott Riverfront, requesting to transfer a liquor, beer and wine (drink) license with Sunday sales from Rebecca Jones at 100 E. General McIntosh Boulevard, which is located between Bay and President Streets in District 2. (New manager/applicant.)

Tara F. Peck t/a Friendly Tavern II, requesting to transfer a liquor and beer (drink) alcoholic license from Andrew Ernest Johnson at 2003 Greenwood Street, which is located between Pennsylvania Avenue and Nevada Street in District 3. (New ownership.)

Allen Gregory Scott for A&M Lounge LLC, requesting a beer and wine (drink) license at 1501 W. Bay Street, which is a new location between Hudson Street and Millen Street in District 1. (New location; meets distance requirements for beer and wine but not for liquor.) Recommend approval for a beer and wine (drink) license to be issued upon the applicant's receipt of a Certificate of Occupancy. Upon motion by Alderman Johnson, seconded by Alderman Felser and carried, the request has been continued until July 14, 2011.

### **ZONING HEARINGS**

Pursuant to the Rules of Council, Alderman Felser recused himself prior to discussion due to a conflict of interest.

Metropolitan Planning Commission (Z-110322-89661-2), recommending an amendment to Section 8-3112(c)(5)e of the Zoning Ordinance to clarify requirements pertaining to digital billboard technology in certain zoning classifications. The recommended amendments clarify some minor language ambiguities, strengthen distance requirements from residential zones, provide that such signs shall not be permitted within the boundaries of any locally designated Historic District or property as well as any Historic District as defined by the National Historic Register, and require that each billboard have an attached placard identifying the owner and the party responsible for its construction and maintenance and the permit number issued by the Zoning Administrator. (Continued from June 2, 2011.)

Sean Brandon, Director of Mobility and Park and Services gave a PowerPoint presentation to Council on the progress made to the billboard ordinance since 2007. He stated 53 billboards have been removed. The Mayor request to know how many billboards were left north of Victory Drive.

Jim Hansen, stated this is a staff recommendation to tighten-up and make some modifications to the existing ordinance; specifically the lighting section. It will reduce the lighting and the intensity of the billboards. He stated, initially there was a request for a distance in a radial format; the radius was never approved. Alderman Jones stated the number of feet apart that they are requesting now, would create too many billboards in one area. Mr. Hansen stated, presently the ordinance allows billboards to be across the street from each other with no distance requirements. Staff of MPC is trying to increase the distance between billboards in the new ordinance. Existing billboards would be "grandfathered" in. Alderman Sprague stated her district was being saturated with the billboards and Savannah should not look like Las Vegas. Alderman Jackson stated the billboards are becoming an eye-sore; and it is not what Savannah needs. Alderman Jones stated there was no provision in the ordinance that discusses the other side of the street. Mr. Hansen stated there were provisions within the existing as well as the proposed ordinance. Alderman Osborne stated the digital billboards should be kept at a minimum and create a more safe environment. Alderman Stuber had a concern about the distance to residential homes. He stated he supported the new ordinance because it removes blight and is more restrictive than the current ordinance. Alderman Osborne made a motion to continue this until the July 28<sup>th</sup> and ask MPC to continue to examine

the lighting, and use it as one of the topics of the Town Hall Meeting on and give the citizens a chance to express their concerns, seconded by Alderman Sprague and carried.

## **PETITIONS**

Randy Moffett, President of the Ardsley Park/Chatham Crescent Neighborhood Association – Petition 13220, requesting to encroach onto City right-of-way at the northeast corner of the intersection at 45<sup>th</sup> and Bull Streets in order to reconstruct the pillar that was demolished in a vehicular accident in 1999-2000. The pillar is part of the original Ardsley Park plan, with identical pillars lining Bull Street between 44<sup>th</sup> and 53<sup>rd</sup> Streets. According to the petitioner, the pillar would be constructed to match the other remaining pillars in size and use of façade materials. The petitioner will be advised to acquire a right-of-way permit before beginning construction. The petition has been reviewed by Water Resources and Public Works, Sanitation, and Development Services. Water Resources requires that prior to construction of the pillar, existing water lines on both Bull and 45<sup>th</sup> Streets, be field verified to ensure no structure will be constructed within 7.5' of existing water lines. Development Services notes that in the event it becomes necessary to install or make repairs to utilities in the area, it shall be the Ardsley Park/Crescent Neighborhood Association's responsibility to bear the cost of removing the pillar, and that the City will be held harmless for maintenance and liability of the pillar. All City permitting and construction guidelines must be followed, and the construction of the pillar must meet all federal, state and local codes. Recommend advising the petitioner of the above conditions. Recommend also advising the petitioner that the encroachment grants no ownership rights to the property and that, if ever required, the structure(s) must be removed at petitioner's expense. Upon motion of Alderman Johnson, seconded by Alderman Jones and carried, the petition was approved.

Alethia Canady for Tony and Carol Chen – Petition 13241, requesting to encroach onto City right-of-way at 346 Martin Luther King, Jr. (MLK) Boulevard (PIN 2-0031-25-006) with an awning for "Ye Olde Herb Shoppe". The awning design has been approved by the Historic Review Board, and is planned to provide clearance 8' above the sidewalk, run the length of the 22'-9" storefront, and project 2'-6" from the façade. The Chens have submitted a letter stating their support of the petition and ownership of the building. Their property, legally described as the southern part lot 26, northern part lot 29, & small strip of SW part lot 28, Currietown Ward, is located on the east side of MLK Boulevard between Charlton and Jones Streets. The petition has been reviewed by Water Resources and Public Works, Sanitation, Streets, and Development Services. Water Resources requires that prior to installation of the awning, an existing water main on MLK Boulevard be field verified to ensure no part of the awning be constructed within 7.5' of the existing water line. Development Services notes that the City should be held harmless for maintenance and liability of the awning. All City permitting and construction guidelines must be followed, and the awning installation must meet all federal, state and local codes. Recommend advising the petitioner of the above conditions. Recommend also advising the petitioner that the encroachment grants no ownership rights to the property and that, if ever required, the structure(s) must be removed at petitioner's expense. Recommend deferring to June 30, 2011. Upon motion by Alderman Johnsons, seconded by Alderman Jones and carried the petition was continued until June 30, 2011.

## **ORDINANCES**

### **Second Readings**

City Manager Bond. An ordinance to amend City Code Section 2-3001, *City Manager, Bond*, to increase the amount of bond the City Manager shall give to the Mayor and Aldermen from \$50,000.00 to \$1,000,000.00 and to add the requirement that an Acting City Manager shall give bond in the amount of \$1,000,000.00. (Tabled February 24, 2011.) Alderman Johnson made a motion to take the item off the table, seconded by Alderman Jones and carried. Those voting no were Alderman Stuber, Felser, and Sprague. Alderman Stuber stated he preferred to leave the item on the table so that it did not come up for discussion again with the present Council. Alderman Felser stated he too agreed to leave it on the table based on the advice of the City Attorney that the item was mute for the remaining of the present Council's term; meaning no action can be taken. The present City Manager has a 1-million dollar bond and is bonded until the end of the

year and there is no reason to be taking an action now and re-open old wounds. In the spirit of unity and bringing the City together, he was also voting no, not to take the bond issue off the table. He stated the Council was at-rest, coming together, and working with the City Manager. He thanked the City Manager for the work she did the past weekend on the Asian Festival and helping him with a proclamation. He stated again, he saw no reason to take the issue off the table only to re-open wounds of the people. Alderman Osborne stated there was research done regarding other Cities and she wanted to take it off the table and if the new Council wanted to take the matter up, then it was their business; however, this Council needed to clear up their old business. Therefore, she supported taking it off the table.

Mayor Johnson stated the Council could vote to raise the bonding requirement from fifty-thousand to one-million, they could take no action and continue the second reading, or they could vote to rescind the proposed ordinance and “kill it dead like it deserves to die.” Alderman Jackson stated in the spirit of togetherness and so that they could say they made a decision as a Council and that Alderman Jones has stated it is the present Council’s responsibility, hopefully they will make a decision and be unified in their decision saying they are not going to vote for the changing of the bonding issue.

Alderman Jones stated when this whole thing started the City had a fifty-thousand dollar bond that dated back to 1954. When the Council got into the discussion some time ago, they were told that the City Manager at that time carried a one-million dollar bond. However, no one has been able to tell the Council why or if there was an approval of that bond. He stated he called the former Mayor and asked him about it and he told him that he and the City Manager spoke about it, but that was all. Upsetting Alderman Jones was, during the course of the search for a new City Manager, the current City Manager was “required” to have a million-dollar bond, and was threatened to be removed from her position if she did not have the million-dollar bond. He said the right thing for this Council to do was to rescind it, amend it, take it to a million – but do something. This Council was elected to do certain things and they cannot advocate their responsibility and pass it on to another Council; they shouldn’t do that and they should not want to do it. Alderman Sprague stated the reason the million-dollar issue was brought up was because a woman in the revenue department stole over a couple of hundred thousand dollars from the City. Therefore, to her fifty-thousand is not adequate for the head of the City and there is reason. However, she agreed with Alderman Osborne that one-million is too much. She stated she had rather err on the side of safety and put it at a million rather than fifty-thousand dollars. Also the City would look wrong having the City Manager at fifty-thousand when the head of the Revenue Department is bonded at one-million. Mayor Johnson stated the City Manager is covered under a blanket bond of one-million dollars that covers all City employees; but because the Revenue Director handles money directly and the City Manager does not – that is the difference.

City Attorney Blackburn stated the issue before Council was an ordinance to raise the amount from fifty-thousand dollars to one-million dollars. To answer Alderman Jones if they could amend the amount prior to passage – the answer is yes. The amendment is to strike the one-million in the ordinance before you and insert one-hundred thousand; it would be in order.

Alderman Jones made a motion that the proposed ordinance of one-million dollar bond be stricken and for one-hundred thousand dollars be included in the ordinance, seconded by Alderman Osborne. Alderman Felser asked if the ordinance would require a refund of the present bonding. Attorney Blackburn stated the bond was valid until the end of the year. Alderman Stuber stated he was prepared to vote to rescind it and pass it on to the next Council, but now that the vote is on one-hundred thousand, he felt it was too low. Mayor Johnson stated that all the documents that came in from all over the US states that one-million dollars is an unreasonable amount for a City Manager. Alderman Jones stated he did not want to get “down and dirty,” when this all started there was an attempt to deny this City Manager this position; and the barrier that was place before them to do that was the one-million dollar bond. He stated he believed that most of the people in the community, not only on the Council but in the articles in the paper and citizens were saying that this lady (Rochelle Small-Toney), would not reveal her credit score, and all sorts of stuff. All the time they were trying to deny her this position; everything about it was wrong. Alderman Johnson stated he had called for the move 5-times. Alderman Jones rescinded his motion. Alderman Stuber made the motion to rescind the proposed

ordinance that would amend the City Code 2-3001 City Manager Bond, seconded by Alderman Jackson and carried. Alderman Sprague and Felser voted no.

### **First and Second Readings**

Ordinance read for the first time in Council June 16 and read a second time this date and placed upon its passage, adopted and approved upon motion of Alderman Jones , seconded by Alderman Osborne and carried

Rezone 5120 Waters Avenue, 1107 E. 67<sup>th</sup> Street, and 1116 and 1120 E. 68<sup>th</sup> Street (Z-110322-48375-2). An ordinance to rezone 5120 Waters Avenue, 1107 E. 67<sup>th</sup> Street, and 1116 and 1120 E. 68<sup>th</sup> Street from B-N (Neighborhood Business) and R-6 (One-Family Residential) to B-N. The rezoning will provide a B-N zoning classification for all four properties developed with and used by a Barnes Restaurant.

## **RESOLUTIONS**

Memorandum of Understanding. A resolution to approve a Memorandum of Understanding between the City of Savannah and the Office of the Attorney General to assure future compliance with the Open Records and Open Meetings Acts.

City Attorney Blackburn stated that for several months there have been various allegations and controversies surrounding the methods of meetings and records and types of affidavits sent to the Attorney General's Office. The Attorney General has involved himself in an effort to amend the Open Records Act, they have called upon various cities across the state on some of the procedures that have/are being used. The Attorney General and the Assistant Attorney General was invited to come to Savannah and make a presentation to this Council. It was cordially received and they gave a presentation. They asked for various records under the Open Records Law. The City staff provided this. The Attorney General's Office stated there was an effort being made to comply. They did disagree with the conclusion and the best way to resolve it was to have a Memorandum of Understanding and that the City would take all the steps to be in compliance, and that the City would more clearly document. This is a forward-looking document.

Alderman Johnson stated he personally disputed the allegations and that it has been said before that the Attorney General's interpretation of the Open Records Act differs from his predecessor's; which differs with the majority of Councils throughout the State, and differs from the pending bill in the General Assembly. He stated he did not break the law nor did he participate in it being done, but it was alleged that it was done. He made a motion for the Council to authorize the Mayor to sign the Memorandum of Understanding.

Alderman Jones stated the group made a commitment to sign the agreement and he would sign it as well. He disagreed with three-quarters of it. The idea was that the Council had violated a law; an ethical law that, in his opinion they had no knowledge of. He stated he had been on the Council for sixteen-years and he had always had the opportunity to bring up a topic in a Council meeting. He stated the Attorney General may disagree with them, but at the time it was the Council's opinion and the City Attorney assured them they were doing the right thing. He stated he would vote, but there were a lot of open questions and he did not think this was the end of it.

Alderman Osborne stated she agreed with Alderman Johnson and that this was a lot of allegations and while she did not necessarily agree with them, she would sign it so that they could proceed and that the matter was not closed.

Alderman Felser stated he wanted to work with the Attorney General; it is their job and responsibility to work with the supreme office holder of the land. Clearly, after reading the 4-page letter he wrote to the City Attorney about his finding and facts and conclusions, they are not on the same page. The Attorney General and our City Attorney are not on the same legal page. The Attorney General is the final interpreter in the State of Georgia. Clearly, once the memorandum is signed and the Council is past it, Alderman Felser stated he must call for reform of the Office of the City Attorney for the City of Savannah. The Attorney General has pointed out that they are following

misguided and wrongful counsel, because they did what they were counseled to do. Such as the incident with Alderman Osborne; the Council followed the procedure that they were counseled to do. The law changes and people have to change with the law. He and Alderman Johnson worked together and brought to the Mayor a request of reform that has not been acted upon; and that he welcomed the work shop that was mentioned earlier that day. This situation is embarrassing and embarrassing to the City and the Council needs to be upholding the law as the Attorney General sees it. Mayor Johnson stated that Alderman Felser has consistently criticized the City Attorney for the entire seven and half years. Mayor Johnson stated Alderman Felser was turning it into a personal attack.

Alderman Sprague stated she too agreed with Alderman Johnson and these were allegations. She stated she did not think the wrong was done intentionally; it was a tense situation with the City Manager's search and they made some mistakes. They were not trying to go against the Open Records Act or to avoid Open Meetings Act. She stated she would sign it only because it alleges.

Alderman Osborne stated since this was aired to the public and since Alderman Felser had sited her name many times regarding the allegations from the Attorney General, she wanted the public to know: the City Manager, the City Attorney, nor herself was involved in the decisions that were made; the recommendation to the Council from the City Attorney was for them to recues themselves and turn it over to an arbitrator; at that point it then became a Risk Management settlement and that was how it was handled. No one got reports of the settlements of the residents of Ardsley Park, Ellis Square, and the like, and no one came up with the thing about open records at that time. She stated all of her records were documented and sent to the City. She also submitted them to her insurance company and they rejected them because they said it was the fault of the City's flooding that caused her to have to repair two bedrooms adjacent to Atlantic Avenue that was flooded so much that it rotted the floor and she had to have it repaired. Two of the present Council members saw the damage. Alderman Felser stated he was not denying her claim, he stated the Attorney General stated the procedures that Council followed was against the law.

Mayor Johnson stated that today in the pre-council meeting they went through the same issue again in a less tumultuous way, and at that time he reminded them of the commitment he made to the Attorney General and his assistant that they would get with the City Attorney, the City Manager, and the Council and look at ways to conform in a better way to the Open Records Law, as they exist now; not as someone is proposing them to be – but as they exist on the records now. Alderman Jackson stated she agreed with her Council Members and she too thought they needed to move forward. Alderman Stuber stated they had all gotten a great education over the past few months about the Open Records/Meetings Law and that he did plan to vote in favor of the Memorandum of Understanding with the Attorney General. The Council does not have to sign it, only the Mayor; but by the voting for it, they are voting to comply with it. He wanted the public to know the agreement holds each Council Member to account to meeting the Open Records/Meeting Law. He stated he was not counseled to know how to comply 100%, therefore he was going to vote for it but he was going to send his personal comments to the Attorney General's Office explaining what his limitations were as a Council Member and what authority he had, because he does not set the agenda, or the meetings, or decides whether it should be an open or closed session. Mayor Johnson suggested he send a copy of his comments to the Chairman of the Study Committee that was holding hearings across the State.

Alderman Jackson stated that she wanted to make sure the public understood that the Council had set-in on classes for open meetings, and she had recently taken a class with GMA. Some of the things the Attorney General told them contradicted with what was taught in the classes. She stated even though these are allegations, she did feel it needed to be passed. Mayor Johnson stated there was an attempt to rewrite the open records act in the legislation lately, but it was not passed. A study group was formed to hold hearings during the summer, between sessions to hear about this issue. In January, when the legislation goes back in, they will come forward with a committee report and this issue will once again be crafted and introduced as legislation in the General Assembly. He stated the Council made a commitment to conform to the present act, and that is what they are attempting to do. Any action taken by anyone can be judged and interpreted in many different ways. He agreed with Alderman Felser that the Attorney General is the last word on the law in Georgia, except the Georgia Supreme Court; and he and his

assistant has rendered certain allegations. He stated they will sign it and send it back with a letter stating they have a work shop scheduled for July 28, 2011 on how they can do a better job complying with the law. If the Attorney General's Office is going to be the ultimate interpreter, then they should help develop a set of procedures to make sure that the City complies with the law.

Upon motion by Alderman Johnson, seconded by Alderman Felser and carried, the Council agreed to sign the Memorandum of Understanding.

## **MISCELLANEOUS ITEMS**

Final Plat – Bradley Pointe South, Phase III-A. Recommend approval of the final plat for Bradley Pointe South, Phase III-A, a subdivision of a portion of Parcel 1-A of the Vallambrosa Plantation, located off of Bradley Boulevard in District 5. Upon motion by Alderman Jones, seconded by Alderman Stuber and carried the plat was approved.

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Upon motion of Alderman Osborne, seconded by Alderman Jones and carried, the following **bids, contracts and agreements** were approved:

### **BIDS, CONTRACTS AND AGREEMENTS**

Document Imaging System – RFP No. 11.020. Approval to procure a document imaging system from Ascend Software in the amount of \$99,500.00. The system will be utilized with the ERP system currently in the implementation stage. It will automate the processing of invoices and provide electronic document management and storage capabilities within the ERP software system with potential use in other applications. The method used for this procurement was the Request for Proposal (RFP) which evaluates other criteria in addition to price. The criteria evaluated as part of this RFP were compliance with the City's functional requirements, experience, demonstrated performance and financial viability of the firm, compatibility with the City's technical architecture, and quality and clarity of the firm's response to the RFP as well the cost of the software, training, implementation and ongoing maintenance and support services. Proposals were received from eleven proposers and evaluated initially on the stated criteria. Three proposers were qualified based on their Lawson partnership and experience and considered for further evaluation. Presentations were made by all three proposers under consideration and the lowest proposer was selected based on their superior functionality, ease of workflow, and integration with the Lawson software. A best and final offer was negotiated with the selected proposer. Delivery: 90 Days. Terms: Net-30 Days. Funds are available in the 2011 Budget, Capital Improvements Fund/Capital Improvements Projects/Other Costs/ERP System (Account No. 311-9207-52842- OP525).

Air, Fuel and Oil Filters – Annual Contract – Bid No. 11.107. Awarded an annual contract to procure air, fuel, and oil filters from Thermo King of Southeast Georgia in the amount of \$39,075.88. The filters will be used by Vehicle Maintenance to maintain and repair City vehicles. Delivery: As Required. Terms: Net-30 Days. Funds are available in the 2011 Budget, Internal Service Fund/Vehicle Maintenance/Vehicle Parts (Account No. 611-1130-51320).

Multi-Function Copiers – Annual Contract – RFP No. 11.021. Approval to award an annual contract to procure multi-function copier/scanner/printers from Automated Business Resources in the amount of \$277,146.04. The multi-function equipment will be used by City staff at various City locations. The per copy imprint rate is \$.0214 per black and white copy and \$.1530 per color copy. About 85% of the copiers are connected to the City's computer network to function as computer printers and scanners at no additional charge. These rates reflect an approximate costs savings of 10% from the previous contract. The method used to procure these services was the Request for Proposal which evaluates other criteria in addition to price. The criteria evaluated as part of this RFP were qualifications and experience of the company, technical aspects including meeting specifications of required equipment, service quality level guarantees, reports and invoicing, and the ability to print to the financial software system platform, references from previous clients, and fees. Proposals were received from seven proposers and evaluated initially on the criteria. Three proposers were not considered for further

evaluation: one proposer was considered non-responsive as they did not submit a response for a cost-per-copy contract as specified in the RFP; one firm did not have experience with accounts of a similar size; one firm, located in Orlando, submitted several pieces of equipment that did not meet specifications and provided no information as to location of services technicians. They also provided no reference located within the State of Georgia. Four proposers met all specifications, were able to provide demonstrated experience of accounts of similar size and nature, and were further evaluated on criteria established in the RFP. The lowest proposer was requested to provide a piece of equipment to demonstrate their ability to print to the City's financial software platform, a critical requirement for this contract. Some success was achieved but the firm was unable to provide a custom configuration file to demonstrate their ability to print from the financial software even after consulting with their equipment manufacturer. The second low proposer's technical ability to print from the City's financial system was poor and did not demonstrate with confidence to staff their ability to support the City's printing needs when compared to other vendors. The third lowest proposer, Automated Business Resources was able to demonstrate printing to the required software platform with no problems and completed all other required tests. The fourth proposer was not asked to demonstrate equipment due to its much higher cost. Delivery: As Needed. Terms: Net-30 Days. Funds are available in the 2011 Budget, charged to multiple City accounts.

Polymer for I & D Water Plant – Annual Contract Renewal – Bid No. 11.124. Renewed an annual contract to procure polymers from Polydyne, Inc. in the amount of \$63,750.00. The polymer will be used at the I & D Water Plant for sludge dewatering and drinking water treatment. This is the fourth renewal period of this contract. The reason why a sole source vendor is required is that the sludge dewatering facility is very sensitive to process variations. As part of the equipment installation, several polymers were evaluated and an annual contract was negotiated for the best performing polymer. The negotiated price is a significant savings from list price and from prices previously paid. Delivery: As Needed. Terms: Net-30 Days. Funds are available in the 2011 Budget, I & D Water Fund/I & D Operation & Maintenance/Chemicals (Account No. 531-2581-51323).

Microsoft Enterprise License Agreement Renewal – Annual Contract Renewal – Requisition No. 11203459. Renewed an annual contract for a Microsoft Enterprise License Agreement from Dell Inc. in the amount of \$439,443.73. The license agreement provides an annual and renewable contract for all Microsoft products including all server licenses and client access licenses for Microsoft Office Suite, SQL Server, SharePoint and Exchange/Outlook. This is the fourth of seven renewal options available. The license agreement also includes the addition of an email archiving and retention solution for Exchange/Outlook mailboxes. This will ensure that the City will be able to comply with email archiving and retention requirements as they are defined and revised by regulatory agencies. Several hundreds of bidders were solicited for this contract; however, Microsoft limits how many resellers are able to provide this agreement within a single state. As the state contractor for Microsoft software, Dell was the only bidder to submit a bid. Delivery: As Needed. Terms: Net-30 Days. Funds are available in the 2011 Budget, Internal Service Fund/Information Technology/Operating Materials & Supplies (Account No. 611-1140-51320). Mayor Johnson stated this is an effort to do a better job of complying with the Open Records Law. This is one of the tools to better assist in keeping tracks of records.

Special Inspections, Material Testing and Quality Control for North Aviation Development Project – Bid No. 11.0096-5-24 – Savannah/Hilton Head International Airport. The Savannah Airport Commission received authorization to enter into a contract with ECS Southeast, LLC in the amount of \$142,527.00 for Special Inspections, Material Testing and Quality Control for the North Aviation Development Project.

Wetlands Mitigation Credit Purchase Phase II for North Aviation Development – Bid No. 11.0088-5-10 – Savannah/Hilton Head International Airport. The Savannah Airport Commission received authorization to purchase 149.577 wetlands mitigation credits. Construction of the North Aviation Development involves the filling of 41.78 acres of wetlands. The wetlands permit the Corps of Engineers issued to the Airport Commission for the project requires the Airport Commission to purchase approximately 276.84 wetlands mitigation credits as compensation for the filling of wetlands. The Airport Commission has already purchased 127.263 of the mitigation credits to allow the



contractor to start work on taxiways and other time-critical infrastructure that require 125.53 mitigation credits. The remaining 149.577 mitigation credits can be purchased as the project progresses and as mitigation credits become available through the permitting process. The Airport Commission bid the remaining mitigation credits before a construction contract was awarded (before a construction sequence and schedule were available). There were not enough mitigation credits available at the time of bidding to meet the total need, so the bid was divided into two parts: a base bid (mitigation credits available immediately) and an additive alternate bid (mitigation credits scheduled to become available in the future) so the contractor could start this phase of the work immediately and continue as mitigation credits become available. Approval for the Airport Commission to immediately purchase 6.16 mitigation credits from OTP, LLC for \$60,676 and 2.13 mitigation credits from Margin Bay, LLC for \$25,560 to satisfy the base bid and to purchase 141.287 mitigation credits for \$476,385.50 from the alternate bidders as the project schedule dictates for a grand total of 149.577 mitigation credits for \$562,621.50.

## **ALCOHOL BEVERAGE LICENSE** **SHOW CAUSE HEARINGS**

T&K Liquor, Beer and Wine. A hearing for Nital Patel to show cause why her application for a liquor, beer and wine (package) license at 726 W. Oglethorpe Avenue, which had a 2010 liquor, beer and wine (package) license revoked and is located between Fahm Street and Highway 17-A in District 1, should not be denied based on the same ownership as when the license was revoked due to underage sales. (Continued from April 7, 2011.)

Attorney Blackburn stated that the past November there was a Show Cause Hearing in reference to underage sales of alcohol. After hearing of these sales, by the license holder, in a public hearing, Council rescinded the license of the holder whose name was Patel. There is a new application for alcohol sales at the same store; the new applicant is Nital Patel. This lady is the sister of the former license holder who lost their license at the end of last year. A period of 6-months has expired, so someone can apply for a new license. Upon investigation it is determined that the present owner is a Georgia Corporation upon which Ms. Patel and her husband are the owners and stock holders. They have a residence address in Pooler; the corporation has a residence address in Pooler. Sharing this residence in Pooler is also her brother who was the license holder whose license was revoked last year; so the family connection is there. Also, Ms. Patel holds the license for the convenience store next to the package store; she has indicated that she is the full-time operator of the convenience store and will also be the full-time operator of the package store. The corporation of the stores also has the brother as a holder who no longer holds the license because it was revoked. Likewise, another member of the family cannot hold a license because they are not citizens; it's all one family. The police records for Ms. Patel are clear and the Revenue Department asked for a business plan for the convenience store and how she could handle both of them and what participation there might be by the brother whose license had been revoked. Attorneys Blackburn wrote them and asked them to appear this date and be available for questions by the Council. This corporation shows Nital and Kaushia Patel as the officers of the corporation and Attorney Blackburn understands that they are husband and wife. A copy of the letter was sent to Kaushikkumar M. Patel since he is Chief Executive Officer.

Attorney Blackburn swore-in Finance Director Tom Vanderhorst and Mr. and Mrs. Patel, although Mr. and Mrs. Patel did not agree. Alderman Johnson stated there appeared to be some type of language barrier as the Patels did not seem to understand. Mayor Johnson stated the Patels did know that they were to attend the meeting this date. Attorney Blackburn stated upon further inquiry Ms. Patel is a natural citizen who has been in the country for 10 years and in this community 10 years and she does speak English. He asked if they had an attorney and she stated no and that she was the applicant. Blackburn asked Vanderhorst if he did the investigation and if Attorney Blackburn had stated the findings correctly; to which Vanderhorst stated he had. Attorney Blackburn asked Vanderhorst if the petitioner assured him that her brother would not be involved in the package store. Vanderhorst stated that yes, she had assured him of that and that she felt she could move between the two stores and manage both of them.

Attorney Blackburn stated he did not know how to proceed at this point. The facts are – this is a single family unit and Council could ask any questions. He told Council once again the family has had a 6-months closure of the business because of the violations. Ms. Patel does have a clean record of law regarding alcoholic beverages; she should be given a chance but it is up to Council. Even though the corporation has changed names, it's still the same family. Alderman Sprague asked Ms. Patel if her brother worked in either store and she stated he did not and that she lived with her husband. Alderman Sprague asked Vanderhorst if it was unusual for a license holder to have several licenses and he stated it was customary. He stated even though they have assured him that she will be handling the business, they are still related and some of the utility bills for those locations are in the name of the brother. Alderman Osborne stated that there are a lot of Patels in Savannah. She also heard what the Revenue Director said about them being connected; all family members are connected and support one another. However, this is a legitimate applicant, show does not have a police record, and she sees no reason not to approve her license. Alderman Johnson moved to close the hearing, seconded by Alderman Jackson and carried.

Mayor Johnson stated the violation that led to the closure of this establishment was an egregious violation; they were selling to high school students. The Council cannot punish someone for what some other person did, but these people are linked by family. He stated he thought it was a show-game. If they could find someone who is not living in the same household and paying rent to one another, it would put in his mind a different picture of how this establishment was going to be run. This is 2-establishments that both basically require fulltime management. He did not want to contribute to the delinquency of minor by granting this application. Alderman Johnson made a motion to deny, seconded by Alderman Sprague and carried. Alderman Osborne voted no. Attorney Blackburn stated this was a denial of the application of the present applicant.

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Alderman Johnson thanked City Manager Rochelle D. Small-Toney for her timely response on the Savannah River Landing Project.

Ms. Toney stated Council received a memo from her stating she would be out of the office on vacation but actually she would be with her family due to her father's illness; it was not a vacation.

Alderman Jones stated the Historic Foundation was requesting assistance in the W. W. Law house. There is a link on the City's webpage for citizens to take part in the effort.

There being no further business, Mayor Johnson declared this meeting of Council adjourned.



Dyanne C. Reese  
Clerk of Council